

BILL NO. S-90-08- 09

SPECIAL ORDINANCE NO. S-204-90

AN ORDINANCE approving the awarding of Reference #1427 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and BROOKS CONSTRUCTION CO., INC. for the Park Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1427 between the City of Fort Wayne, by and through its Department of Purchasing and BROOKS CONSTRUCTION CO., INC. for the Park Department, respectfully for:

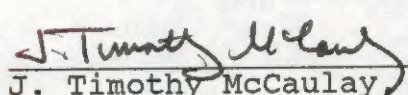
Rivergreenway Div B Project to construct a Rivergreenway path along St. Marys River from Vesey Avenue to the Taylor Street Bridge which consists of asphalt path, fending, retaining walls, signnage, boardwalk, landscaping and other miscellaneous work for the Park Department;

involving a total cost of One Hundred Fifty-Five Thousand Three Hundred Thirty-Seven and 25/100 Dollars (\$155,337.25), all as more particularly set forth in said Reference #1427 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.:	1427
DEPT.:	PARK DEPARTMENT
DATE:	7/27/90
ITEM/SERV.:	RIVERGREENWAY DIV B

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	6/15 & 6/22/90
OPENING DATE:	7/5/90
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	

NO. OF VENDORS NOTIFIED:	9
NO. OF VENDORS RECEIVING BID:	9
NO. OF VENDORS RETURNING BID:	3
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	0
DATE SENT TO DEPT FOR RECOMM.:	7/5/90
DATE RECOMMENDATION REC'D IN PURCH:	7/26/90

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	7/27/90	
INTRODUCTION DATE:	8/14/90	
DISCUSSION DATE:	8/21/90	
PASSAGE DATE:	8/28/90	
ORDINANCE NO.:		

REFERENCE NO. 1427
ST. MARY'S RIVERGREENWAY PROJECT PHASE II DIVISION "B"
PARK DEPARTMENT

DESCRIPTION	QTY	UNIT	T - G EXCAVATING	FLEMING EXCAVATING	BROOKS CONSTRUCTION			
BASE BID								
CLEARING	1	LS	\$13,674.00	\$13,674.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
COMMON EXCAVATION	1	LS	\$11,776.00	\$11,776.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
8' ASPHALT PATH	1600	LFT	\$9.30	\$14,880.00	\$12.60	\$20,160.00	\$12.00	\$19,200.00
BITUMINOUS MIXTURE	1	LS	\$5,291.00	\$5,291.00	\$9,110.25	\$9,110.25	\$6,000.00	\$6,000.00
RIPRAP	20	SYS	\$15.00	\$300.00	\$17.95	\$359.00	\$20.00	\$400.00
SODDING	40	SYS	\$7.20	\$288.00	\$10.00	\$400.00	\$2.50	\$100.00
MULCHED SEEDING	2700	SYS	\$1.00	\$2,700.00	\$1.92	\$5,184.00	\$1.25	\$3,375.00
RESET PARK BARRIER	23	EA	\$20.00	\$460.00	\$12.50	\$287.50	\$12.00	\$276.00
TYPE I CHAIN FENCE	1000	LFT	\$14.00	\$14,000.00	\$13.65	\$13,650.00	\$14.00	\$14,000.00
TYPE II CHAIN FENCE	365	LFT	\$13.80	\$5,037.00	\$13.45	\$4,909.25	\$12.00	\$4,380.00
WOOD FENCE	290	LFT	\$12.43	\$3,604.70	\$12.10	\$3,509.00	\$10.50	\$3,045.00
SPLIT RAIL FENCE	340	LFT	\$4.82	\$1,638.80	\$4.70	\$1,598.00	\$4.50	\$1,530.00
WOODEN HANDRAIL	100	LFT	\$11.30	\$1,130.00	\$11.00	\$1,100.00	\$14.00	\$1,400.00
TIMBER RETAIN WALL	110	SFT	\$12.35	\$1,358.50	\$18.00	\$1,980.00	\$12.00	\$1,320.00
CRIBWALL W/HNDRL	40	LFT	\$178.00	\$7,120.00	\$214.00	\$8,560.00	\$110.00	\$4,400.00
CORR PIPE 12"	66	LFT	\$28.00	\$1,848.00	\$22.00	\$1,452.00	\$20.00	\$1,320.00
CORR PIPE 8"	20	LFT	\$25.00	\$500.00	\$20.50	\$410.00	\$20.00	\$400.00
PIPE END SECT 12"	6	EA	\$65.00	\$390.00	\$150.00	\$900.00	\$130.00	\$780.00
OBJ PAINT CROSS	1	EA	\$125.00	\$125.00	\$110.00	\$110.00	\$100.00	\$100.00
SOLID WHITE LINE	500	LFT	\$0.15	\$75.00	\$0.20	\$100.00	\$0.20	\$100.00
TYPE I SIGN	2	EA	\$897.00	\$1,794.00	\$760.00	\$1,520.00	\$600.00	\$1,200.00
TYPE II SIGN	3	EA	\$1,215.00	\$3,645.00	\$1,030.00	\$3,090.00	\$850.00	\$2,550.00
TYPE III SIGN	2	EA	\$331.00	\$662.00	\$280.00	\$560.00	\$275.00	\$550.00
12X18 GRPH SIGN	1	EA	\$88.00	\$88.00	\$185.00	\$185.00	\$80.00	\$80.00
12X12 GRPH SIGN	30	EA	\$61.00	\$1,830.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00
6X12 GRPH SIGN	6	EA	\$30.00	\$180.00	\$25.00	\$150.00	\$25.00	\$150.00
TOTAL BASE BID				\$94,395.00		\$91,284.00		\$88,156.00

ALTERNATE BID NO. 1

8' ASPHALT PATH	95	LFT	\$19.50	\$1,852.50	\$24.00	\$2,280.00	\$12.00	\$1,140.00
BOARDWALK	405	LFT	\$107.00	\$43,335.00	\$118.00	\$47,790.00	\$117.00	\$47,385.00
WOODEN HNDRL	70	LFT	\$11.30	\$791.00	\$11.00	\$770.00	\$14.00	\$980.00
TIMBER RETAIN WALL	250	SFT	\$12.35	\$3,087.50	\$18.00	\$4,500.00	\$12.00	\$3,000.00
SODDING	45	SYS	\$4.00	\$180.00	\$10.00	\$450.00	\$2.50	\$112.50
MULCHED SEEDING	110	SYS	\$1.50	\$165.00	\$1.50	\$165.00	\$1.25	\$137.50
TYPE I SIGN	1	EA	\$897.00	\$897.00	\$760.00	\$760.00	\$600.00	\$600.00
TYPE II SIGN	2	EA	\$1,215.00	\$2,430.00	\$1,030.00	\$2,060.00	\$850.00	\$1,700.00
12X12 GRPH SIGN	26	EA	\$61.00	\$1,586.00	\$50.00	\$1,300.00	\$50.00	\$1,300.00
TOTAL ALT BID NO. 1				\$54,324.00		\$60,075.00		\$56,355.00

ALTERNATE BID NO. 2

8' ASPHALT PATH	110	LFT	\$17.50	\$1,925.00	\$30.00	\$3,300.00	\$12.00	\$1,320.00
STAIRWAY STRUCTURE	1	LS	\$5,260.00	\$5,260.00	\$5,270.00	\$5,270.00	\$8,500.00	\$8,500.00
MULCHED SEEDING	125	SYS	\$1.25	\$156.25	\$1.50	\$187.50	\$1.25	\$156.25

TYPE I SIGN	1 EA	\$897.00	\$897.00	\$760.00	\$760.00	\$600.00	\$600.00
12X12 GRPH SIGN	5 EA	\$61.00	\$305.00	\$50.00	\$250.00	\$50.00	\$250.00
TOTAL ALT BID NO. 2			\$8,543.25		\$9,767.50		\$10,826.25
GRAND TOTAL			\$157,262.25		\$161,126.50		\$155,337.25

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ROOM 350 -- ONE MAIN STREET
219/427-1101

Bid opening date: July 05, 1990 Bid reference # 1427

Bids should be delivered to the Department of Purchasing, Room 350, City-County Building up to 11:00 AM on or before opening date.

Sealed bids will be opened publicly at 11:01 AM, in the Board of Works and Safety, Conference Room on the Third Floor of the City-County Building. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER".

This invitation for bid is for St. Mary's Rivergreenway Project Phase II
Division "B"

and requested by _____.

Please return this form and/or any of the other forms as requested on the "Sheet of Contents" with your sealed bid.

This bid requires a XXX 5% Bid Bond, Certified Check, or Cashier's Check of all bidders.

This bid requires a _____ 100% Performance Bond of successful bidder(s).

Prompt payment discounts will be allowed as follows: _____ % if paid within _____ days.

The City of Fort Wayne is exempt from Federal Excise and Indiana State Sales Tax. The City's Indiana Sales Tax Exemption Certificate Number is 356-001-255-0013. Prices should not include these taxes.

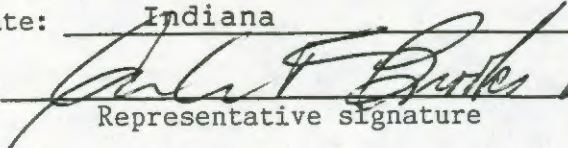
The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

Firm Name: Brooks Construction Co., Inc.

Street Address: 6525 Ardmore Avenue, PO BOX 9560

City: Fort Wayne, Indiana 46892

State: Indiana

By:  Charles F. Brooks V. Pres.
Representative signature

Phone: 219 / 478-1990

BID
ST. MARY'S RIVERGREENWAY PROJECT
CITY OF FORT WAYNE, INDIANA

TO: City of Fort Wayne
Board of Park Commissioners
705 East State Boulevard
Fort Wayne, IN 46805

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for thirty (30) calendar days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Documents within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting his Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Contract Documents, Advertisement or Invitation to Bid and the Instructions to Bidders, and BIDDER has examined copies of (receipt of all which are hereby acknowledged) Addenda Nos. 1, 2, 3.
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to reply.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in c. above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or

indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, test, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the following prices. Where unit and unit price figures are used as part of the Bid, they will be used in computing the Contractor's payments. Quantities are not guaranteed. Final payment will be based upon the actual quantities placed in the Work.)

DIVISION B - SECTION I AND SECTION II

BASE BID

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	Clearing	1 L.S.	10,000.00	10,000.00
2.	Common Excavation	1 L.S.	10,000.00	10,000.00
3.	8-Foot Asphalt Path	1,600 LFT	12.00	19,200.00
4.	Bituminous Mixture for Parking Area	1 L.S.	6,000.00	6,000.00
5.	Riprap, 12"	20 SYS	20.00	400.00
6.	Sodding	40 SYS	2.50	100.00
7.	Mulched Seeding	2,700 SYS	1.25	3,375.00
8.	Resetting Parking Barrier	23 EA	12.00	276.00
9.	Type "I" Chain Link Fence	1,000 LFT	14.00	14,000.00
10.	Type "II" Chain Link Fence	365 LFT	12.00	4,380.00
11.	Wood Fence, 6-foot high	290 LFT	10.50	3,045.00
12.	Split-Rail Fence (3-rail)	340 LFT	4.50	1,530.00
13.	Wooden Handrail	100 LFT	14.00	1,400.00
14.	Timber Retaining Wall	110 SFT	12.00	1,320.00
15.	Cribwall with Handrail	40 LFT	110.00	4,400.00
16.	Corrugated Steel Pipe, 12" Dia.	66 LFT	20.00	1,320.00
17.	Corrugated Steel Pipe, 8" Dia.	20 LFT	20.00	400.00
18.	Pipe End Section, 12" Dia.	6 EA	130.00	780.00
19.	Object Paint Crosshatch	1 EA	100.00	100.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
20.	Solid White Line	500 LFT	.20	100.00
21.	Type "I" Sign	2 EA	600.00	1,200.00
22.	Type "II" Sign	3 EA	850.00	2,550.00
23.	Type "III" Sign	2 EA	275.00	550.00
24.	12" x 18" Graphic Sign Panel	1 EA	80.00	80.00
25.	12" x 12" Graphic Sign Panel	30 EA	50.00	1,500.00
26.	6" x 12" Graphic Sign Panel	6 EA	25.00	150.00
TOTAL BASE BID, ITEMS NO. 1 THRU 26				\$ 88,156.00

DIVISION B - SECTION III (ALTERNATE BID)

ALTERNATE BID NO. 1:

These items include all work associated with Section III from Brown Street to Taylor Street, Line "D-1" and "F-1" as shown on Plan Sheets No. 7 and 8.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	8-Foot Asphalt Path	95 LFT	12.00	1,140.00
2.	Boardwalk	405 LFT	117.00	47,385.00
3.	Wooden Handrail	70 LFT	14.00	980.00
4.	Timber Retaining Wall	250 SFT	12.00	3,000.00
5.	Sodding	45 SYS	2.50	112.50
6.	Mulched Seeding	110 SYS	1.25	137.50
7.	Type "I" Sign	1 EA	600.00	600.00
8.	Type "II" Sign	2 EA	850.00	1,700.00
9.	12" x 12" Graphic Sign Panel	26 EA	50.00	1,300.00
TOTAL ALTERNATE BID NO. 1, ITEMS NO. 1 THRU 9				\$ 56,355.00

ALTERNATE BID NO. 2:

These items include all work associated with Section III, Line "G-1" access to Electric Avenue as shown on Plan Sheet No. 8.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	8-Foot Asphalt Path	110 LFT	12.00	1,320.00
2.	Stairway Structure	1 L.S.	8500.00	8,500.00
3.	Mulched Seeding	125 SYS	1.25	156.25
4.	Type "I" Sign	1 EA	600.00	600.00
5.	12" x 12" Graphic Sign Panel	5 EA	50.00	250.00
TOTAL ALTERNATE BID NO. 2, ITEMS NO. 1 THRU 5				\$ 10,826.25

5. BIDDER agrees that the Work will be substantially complete within the following consecutive calendar days after the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions:

SECTION	SUBSTANTIAL COMPLETION	COMPLETION
I	45 Days	60 Days
II	20 Days	30 Days
III (Alt. No. 1)	30 Days	45 Days
III (Alt. No. 2)	20 Days	30 Days

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

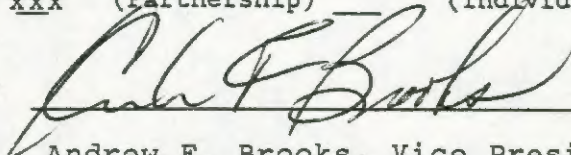
6. The following documents are attached to and made a condition of this Bid:
- a. Bid Security in the form of a bidder's bond or cashier's check in amount of not less than five percent of the total bid price.
 - b. Form 96, Contractor's Bid for Public Works.
 - c. Non-Collusion Affidavit on Form 96 must be signed.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
11. Submitted on July 5, 1990.

BY: Contractor Brooks Construction Co., Inc.

(Corporation) xxx (Partnership) (Individual)

(SEAL)

BY



Andrew F. Brooks, Vice President

(Name & Title of Person Authorized to sign)

Business Address:

PO BOX 9560 6525 Ardmore Avenue

Fort Wayne, Indiana 46899

Phone Number:

Area Code (219) 478- 1990

Form No. 98 (Revised 1987)

BID OF

Brooks Construction Co., Inc.
(Contractor)

PO BOX 9560 6525 Ardmore Avenue

Fort Wayne, Indiana 46899
(Address)

FOR
PUBLIC WORKS PROJECTS
OF

St. Mary's Rivergreenway Project

Filed July 5, 1990

Action taken

CONTRACTORS BID FOR PUBLIC WORKS

SBA/2

PART I

(To be completed for all bids)
(Please type or print)

1. Governmental Unit:
2. County:
3. Bidder (Firm):
- Address:
- City/State:
4. Telephone Number:
5. Agent of Bidder (If applicable):

Date: July 5, 1990
City of Fort Wayne Parks and Recreation Dept.
Allen
Brooks Construction Co., Inc.
PO BOX 9560 6525 Ardmore Avenue
Fort Wayne, Indiana 46899
219-478-1990

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of See attached sheet. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States, I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne this 5th day of July, 1990

Brooks Construction Co., Inc.

(Name of Organization)

By Andrew F. Brooks

Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
 COUNTY OF Allen)

Andrew F. Brooks being duly sworn, deposes and says that he is
Vice President of the above Brooks Construction Co., Inc. and that the
 (Title) (Name of Organization)
 statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 5th day of July, 1990

Sara R. Brannen
 Notary Public

ACCEPTANCE

The above bid is accepted this _____ day of _____ 19____ subject to the following conditions: _____

Contracting Authority Members:

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne
Bidder (Firm): Brooks Construction Co., Inc.
Date: July 5, 1990

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
1,240,235	Asphalt	1989	IDOT - RS -18043 SR 25 Rochester
804,198	Asphalt	1989	IDOT RS-18031 US 33 North
1,627,160	Recon/Util.	1989	IDOT T-17868 SR 19 Elkhart
810,168	Iny./Sign.	1989	IDOT R-17771 SR 9/US 30 Whitley

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
9,067,630.00	Asphalt	1990	IDOT R-17980 US 30 Warsaw
1,487,888.00	Asphalt	1990	IDOT R-18201 Auburn Drive, Auburn
4,455,233.00	Asphalt	1990	IN Toll Road - ITR-144/153-88(B)
416,440.00	Asphalt	1990	Brookmill Apt. HUD Fort Wayne

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Steininger Development Corp.	Don Steininger
Harding and Dahm	Stan Phillips
N.B. Knapke, Inc.	Phillip Knapke
Hagerman Construction	Mark Hagerman

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne this 5th day of July, 19 90

Brooks Construction Co., Inc.

(Name of Organization)

By *Andrew F. Brooks*

Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

Andrew F. Brooks being duly sworn, deposes and says that he is

Vice President of the above Brooks Construction Co., Inc. and that the

(Title)

(Name of Organization)

answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 5th day of July, 19 90

Sara B. Boardman

Notary Public

My Commission Expires: 3-22-91

County of Residence: Whitley

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, BROOKS CONSTRUCTION COMPANY, INC.

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF FORT WAYNE, INDIANA, PARKS AND RECREATION DEPARTMENT

.....as Oblige, (hereinafter called the "Obligee"), in the sum of FIVE PERCENT OF BID Dollars (\$ 5% OF BID), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ST. MARY'S RIVERGREENWAY PROJECT, PHASE II, DIVISION "B" FROM VESEY AVENUE TO THE TAYLOR STREET BRIDGE

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5TH day of JULY A.D. 1990BROOKS CONSTRUCTION COMPANY, INC.Sara B. Boardman

Witness

[Signature] (SEAL)
Principal
Vice President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

[Signature]
Witness

By [Signature] (SEAL)
N. RICHARD BOERGER Title
ATTORNEY-IN-FACT

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint N. Richard Boerger, Ronald L. Wightman and Marc Cook, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of N. Richard Boerger, et al, dated, June 9, 1986.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 19 87

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins
Assistant Secretary

By

Ch. Cook
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 16th day of November, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th day of July, 19 90

044-2974

Christopher T. Haddon
Assistant Secretary

CURRENT CONTRACTUAL OBLIGATIONS

Entries on this sheet are to cover all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as subcontractor. (See Rule 120 IAC 3-3-4 of the Rules for Prequalification of Contractors and Bidding)

LIST ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR OR OTHER PARTY

Contract Number	Contract Entered into With	Type of Work Yet to be Performed	Value of Work Unearned
R17482	Miller Brothers Construction	Asphalt Paving	173,784.17
R17483	Miller Brothers Construction	Asphalt Paving	76,111.95
R17980	IN Department of Transportation	Asphalt Paving	1,968,785.22
R18201	IN Department of Transportation	Asphalt Paving	539,336.75
ITR-144/ 153-88(B)	Indiana Toll Road	Asphalt Paving	1,917,674.86
R18347	IN Department of Transportation	Asphalt Paving	3,011,733.79
R18359	IN Department of Transportation	Asphalt Paving	666,112.19
R18362	IN Department of Transportation	Asphalt Paving	483,074.16

Total under Contract and Unearned \$ SEE OTHER SIDE

LIST ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON INDIANA DEPARTMENT OF TRANSPORTATION CONTRACTS

Contract Number	Subcontractor	Type of Work Yet to be Performed	Value of Work Unearned

Total Sublet and Unearned \$

LIST ALL LOW BIDS SUBMITTED, OPENED AND PENDING AWARD WITH ANY OWNER OR OTHER PARTY

Contract Number	Bids Received By	Type of Work and Other Comments	Amount of Bids
RRH-3-90	Indiana Toll Road	Asphalt Paving	859,515.80
M19031	IN Department of Transportation	Asphalt Paving	91,755.75
RS18846	IN Department of Transportation	Asphalt Paving	325,488.40

(This Item Does Not Affect Bidding Capacity)

Total of Bids Pending Award \$ 1,276,759.95

I hereby certify that to the best of my knowledge and belief, the above tabulations are true and complete and that my/our latest financial statement on file with the Indiana Department of Transportation continues to represent fairly and substantially my/our financial position as of this date.

Contractor

(PRINTED OR TYPED)

Signature

Title

DATE

(PRINTED OR TYPED)

Encl
(R)

M18657	IN Department of Transportation	Asphalt Paving	104,526.00
RS18590	IN Department of Transportation	Asphalt Paving	2,804,264.55
R18807	IN Department of Transportation	Asphalt Paving	807,245.64
RS18659	IN Department of Transportation	Asphalt Paving	1,120,696.25
RS18581	IN Department of Transportation	Asphalt Paving	1,264,913.00
M18950	IN Department of Transportation	Asphalt Paving	<u>71,891.00</u>
TOTAL			15,010,149.53

Contractor's Financial Statement

Submitted by Brooks Construction Co., Inc.

- ☐ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 6525 Ardmore Avenue, Fort Wayne, Indiana 46809

To _____

Condition at close of business January 31, 1990

19__

ASSETS		Dollars						Cts.
1. Cash: (a) On hand \$ <u>1000.00</u>	(b) In bank \$ <u>748,998</u>	7	4	9	9	9	8	
2. Notes receivable (a) Due within 90 days	(b) Due after 90 days						0	
	(c) Past due						0	
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		1	2	6	0	0	5	6
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate		1	2	4	2	7	8	9
	(a) Amount receivable after deducting retainage		7	1	4	4	3	5
	(b) Retainage to date, due upon completion of contracts			6	8	7	8	2
5. Accounts receivable from sources other than construction contracts							0	
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days	(b) Recoverable after 90 days						0	
7. Interest accrued on loans, securities, etc.							0	
8. Real estate: (a) Used for business purposes	(b) Not used for business purposes		7	1	8	8	0	
9. Stocks and bonds: (a) Listed—present market value	(b) Unlisted—present value						0	
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)	(b) Other materials (present value)		8	9	3	5	5	
11. Equipment, book value		4	9	8	6	5	8	1
12. Furniture and fixtures, book value			3	6	5	7	8	
13. Other assets			7	6	3	2	1	1
Total assets		9	9	8	3	7	6	5
LIABILITIES								
1. Notes payable: (a) To banks regular	(b) To banks for certified checks	1	3	9	9	1	7	7
	(c) To others for equipment obligations						0	
	(d) To others exclusive of equipment obligations						0	
2. Accounts payable: (a) Not past due	(b) Past due	1	0	5	9	5	0	6
3. Real estate encumbrances							0	
4. Other liabilities							0	
5. Reserves		1	1	0	3	0	7	8
6. Capital stock paid up: (a) Common	(b) Common	1	1	9	6	8	0	0
	(c) Preferred						0	
	(d) Preferred						0	
7. Surplus (net worth)		5	2	2	5	2	0	4
Total liabilities		9	9	8	3	7	6	5
CONTINGENT LIABILITIES								
1. Liability on notes receivable, discounted or sold							0	
2. Liability on accounts receivable, pledged, assigned or sold							0	
3. Liability as bondsman							0	
4. Liability as guarantor on contracts or on accounts of others							0	
5. Other contingent liabilities							0	
Total contingent liabilities							0	

DETAILS RELATIVE TO ASSETS

1	(a) on hand.....	\$1000.00
	Cash (b) deposited in banks named below.....	748,998
	(c) elsewhere—(state where).....	

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
Lincoln National Bank	Fort Wayne	Brooks Construction	745,998
Society Bank	Angola	Brooks Construction	1,000
First State Bank	Middlebury	Brooks Construction	2,000

2 *	(a) due within 90 days.....	\$ 0
	Notes receivable (b) due after 90 days.....	0
	(c) past due.....	0

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3 *	Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$1,260,056
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NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Sycamore Hills Golf Course	Asphalt Paving	258,044	53,604
Ind. Dept. of Trans. (IDOT) T-17868 Cass.	Concrete Paving	1,627,160	94,938
IDOT RS-18043 SR 25	Asphalt Paving	1,240,235	61,981
Allen County Memorial Coliseum	Asphalt Paving	323,050	74,800
Allen County Highway Department	Misc.	Various	147,299
Various	Various	Various	827,434

Have any of the above been assigned, sold, or pledged?..... Yes If so, state amount, to whom, and reason.....

All pledged as collateral on loans payable Lincoln National Bank, except bonded jobs

4 *	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage.....	\$1,242,789
	(b) Retainage to date due upon completion of contract.....	714,535

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Brookmill Apartments	416,440	336,289	232,910		19,865	83,514
Glen Ridge Manor	273,000	162,907	0		0	162,907
IDOT Toll Booths 144/153	4,455,233	1,513,937	1,264,625		75,697	173,615
IDOT R-18201 Auburn Drive	1,487,888	725,805	572,318		36,290	117,197
St. Joe Medical Center	189,763	171,926	130,907		0	40,019
O'Neal Steel	205,249	176,062	155,024		0	21,038
Various					582,683	643,499

Have any of the above been sold, assigned, or pledged?..... Yes If so, state amount, to whom, and reason.....

All pledged as collateral on loans payable to Lincoln national Bank, except bonded jobs

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 * Accounts receivable not from construction contracts \$ 68,732

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
A&J Partnership	Bldg Purchase	March 90	20,217
Various Employees	Various	Feb 90	11,548
Insurance Marketplace	Policy Over Pmt	Feb 90	36,181
Ind. Department of Revenue	Sales Tax Over	Feb 90	836

What amount, if any, is past due \$ 0

6 Deposits with bids or otherwise as guarantees \$ 0

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$ 0

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate { (a) Used for business purposes \$ 71,880
book value { (b) Not used for business purposes 0

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 Land			35,000
2 Building			36,880
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 Fort Wayne, Indiana	Brooks Construction		0
2 Fort Wayne, Indiana	Brooks Construction		0
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value.....	\$ 36,578
13	Other assets.....	\$ 763,211

DESCRIPTION	AMOUNT
Federal Tax Deposit	330,609
Longterm stock and other securities, deposits on equipment Real Estate Rental	52,787
Costs and esimated earnings in excess of billings	379,815

TOTAL ASSETS : 9,983,765

DETAILS RELATIVE TO LIABILITIES

1	Notes payable	(a) To banks, regular.....	\$ 1,399,177
		(b) To banks for certified checks.....	0
		(c) To others for equipment obligations.....	0
		(d) To others exclusive of equipment obligations.....	0

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
Lincoln National Bank, Fort Wayne	Construction Equip	1/31/91	112,500
Lincoln National Bank, Fort Wayne	Term Loan	12/25/95	500,000
Lincoln National Bank, Fort Wayne	Term Loan	2/2-/98	286,677

2	Accounts payable	(a) Not past due.....	\$ 1,059,506
		(b) Past due.....	0

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
Guardrail, Inc.	Subcontractor	Feb 90	142,671
Various	Subcontractor	Feb 90	551,613
Various	Construction	Feb 90	86,626
Various	Non-Construction	Feb 90	278,546

3	Real estate encumbrances (See Item 8, Assets).....	\$ 0
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4	Other liabilities.....	\$ 1,103,078
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DESCRIPTION	AMOUNT
Billings in excess of cost and estimated earnings	775,441
Accured Taxes	327,637

5	Reserves.....	\$
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INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS	
\$	\$	\$	\$	\$	\$	\$

6	Capital stock paid up	(a) Common.....	\$ 1,196,800
		(b) Preferred.....	0

7	Surplus.....	\$ 5,225,204
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TOTAL LIABILITIES : 9,983,765

Read the first time in full and on motion by Delmoris, seconded by Bradbury, and duly adopted, read the second time in full and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 8-14-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Delmoris, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				
HENRY	<u>✓</u>			<u>✓</u>
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-28-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____

(SPECIAL) (ZONING MAP) _____ ORDINANCE RESOLUTION NO. S-204-90

on the 28th day of August, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1990, at the hour of 11:00 o'clock PM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31st day of August, 1990, at the hour of 7:45 o'clock A M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

J-50-08-05

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1427 for Rivergreenway Div B Project for the Park Department. The cost reflects the lowest and most responsive of three (3) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Construct Rivergreenway path along St Marys River from Vesey Avenue to the Taylor Street Bridge which consists of asphalt path, fencing, retaining walls, signnage, boardwalk, landscaping and other miscellaneous work.

EFFECT OF NON-PASSAGE: This is last connecting link to complete pathway from Foster to Swinney Park. Land Water Conservation Funds have been approved to help finance project. Would have to return and this would hurt our chances to receive future funds.

MONIES INVOLVED: Brooks Const. \$155,337.25

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Park Dept 121-121-P280-

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-08-09

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GiaQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #1427 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and BROOKS CONSTRUCTION CO.,
INC. for the Park Department

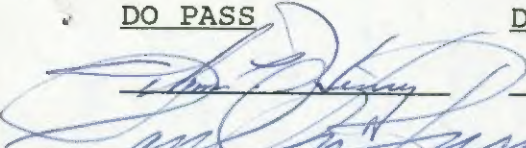
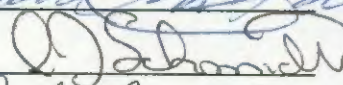
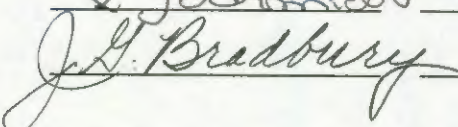
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 8-28-90.

Sandra E. Kennedy
City Clerk